



A handwritten signature in black ink, appearing to read "Timothy W. Dore".

**Timothy W. Dore**  
**U.S. Bankruptcy Court Judge**  
(Dated as of Entered on Docket date above)

TIMOTHY W. DORE  
United States Bankruptcy Judge  
700 Stewart Street, Room 8106  
Seattle, WA 98101  
(206) 370-5300

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re:

SCOTT BANCHERO,

Debtor.

Bankruptcy No. 11-12340-TWD

MICHAEL YERKOVICH,

Plaintiff,

v.

SCOTT BANCHERO,

Defendant.

Adversary No. 11-01542-TWD

**JUDGMENT OF  
NONDISCHARGEABILITY**

1 SCOTT BANCHERO,

2 Counterclaimant,

3 v.

4 MICHAEL YERKOVICH,

5 Counterdefendant.

6 THIS MATTER came before the Court on the summary judgment motions [Docket Nos. 34  
7 and 38] (the “SJ Motions”) filed by the Defendant, Scott Banchemo, and the Plaintiff, Michael  
8 Yerkovich. The Court has reviewed and considered the SJ Motions, any and all evidence submitted in  
9 support of and in opposition to the SJ Motions, the records and files in the case, and the oral argument  
10 held on January 13, 2012. The Court stated its reasons for granting and denying the SJ Motions on the  
11 record at the January 13, 2012 oral ruling on the SJ Motions as contemplated by Federal Rule of  
12 Bankruptcy Procedure 7056 and Federal Rule of Civil Procedure 56(a). The Court issues its final  
13 judgment as follows:

14 1. The debt owed by Scott Banchemo to Michael Yerkovich arising from the October 17,  
15 2011 Final Judgment for Plaintiff in King County Case No. 09-2-29940-4-SEA is excepted from  
16 discharge under 11 U.S.C. § 523(a)(4).

17 2. The doctrine of claim preclusion prevents Michael Yerkovich from pursuing claims  
18 against Scott Banchemo for amounts allegedly due to Mr. Yerkovich arising from Mr. Banchemo’s  
19 breach of the Master Operational Agreement and Pinnacle Processing Group – Shares Allocation  
20 Contract First Amendment in 2009 and 2010.

21 3. The remainder of the SJ Motions is denied.

22 **/// End of Order ///**